

Technical Annex

Accessiway Platform

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This document describes the technical and functional characteristics of Accessiway Platform (hereinafter "Accessiway Platform"), the available packages, and the services included in each subscription tier.

1. Accessiway Platform overview

1.1. What is Accessiway Platform

- 1.1.1. Accessiway delivers its digital accessibility services through Accessiway Platform, accessible via web. Accessiway Platform represents the evolution of our service delivery model: from a static-document approach (PDF, Excel) to a dynamic, interactive, and continuously updated system that supports the entire digital accessibility lifecycle.

1.2. The delivery model

- 1.2.1. Accessiway Platform uses a Platform-as-a-Service (PaaS) model with an annual renewable subscription. The results of every audit activity are uploaded directly to Accessiway Platform, making them immediately accessible to the Customer through an interactive dashboard. This approach eliminates the need to exchange static documents and enables continuous, structured management of your accessibility programme. The features available in Accessiway Platform vary depending on the package chosen by the Customer.

2. Accessiway Platform packages

2.1. Package structure

- 2.1.1. Accessiway Platform is available in three annual subscription tiers:
- 2.1.2. Bronze
- 2.1.3. Silver
- 2.1.4. Gold

- 2.1.5. Each package is designed to meet different levels of support and operational maturity. Every tier is a complete, standalone solution, and the tiers are cumulative:
- 2.1.6. Silver includes all Bronze features.
- 2.1.7. Gold includes all Silver and Bronze features.

2.2. Package descriptions

2.2.1. Bronze package

- 2.2.1.1. The Bronze package is designed for organisations taking their first steps in digital accessibility and looking for an initial evaluation of their website. It includes a light audit to identify the main issues, the drafting of an Accessibility Statement, and the review of up to 10 templates. The remediation solutions provided are based on issue descriptions accompanied by basic Web Content Accessibility Guidelines (WCAG) guidance, offering a solid starting point for beginning the compliance journey. The package also includes user management and two-factor authentication (2FA) to keep the platform secure.

2.2.2. Silver package

- 2.2.2.1. The Silver package is the ideal choice for organisations that need a comprehensive analysis and more structured support. It includes a full site audit, the drafting of the Accessibility Statement, and the review of 10 templates, with remediation solutions written by experts that provide precise, actionable technical guidance. Compared to Bronze, Silver adds the Touchpoint Overview for a complete view of the user journey, Jira integration for managing accessibility tickets, one hour of direct support with an expert, the Accessibility Badge, and standard legal support in the event of a dispute. All of this makes Silver the most balanced solution for those looking for quality and completeness at a competitive price.

2.2.3. Gold package

- 2.2.3.1. The Gold package is the premium solution designed for organisations that aim for excellence in accessibility and need the highest level of coverage and support. It includes a full audit across 25 templates, the option to retest (one per touchpoint) to verify the actual impact of the corrections made, and expert-written

remediation solutions for every issue identified. In addition to all Silver features, Gold includes the Company Overview for an organisation-wide accessibility snapshot, three hours of dedicated support with accessibility specialists, and premium legal support in the event of a dispute. It's the right choice for large organisations, public bodies, or companies subject to regulatory obligations that require the highest level of compliance assurance and ongoing assistance.

3. Features included by package

3.1. The tables below detail the features included in each package, organised by functional area. Availability is indicated with ✓ (included) or — (not included in the package).

Feature / Capability	Bronze	Silver	Gold
Audit scope	Basic light audit	Full audit	Full audit
Accessibility statement / ACR	✓	✓	✓
Template audit	10 templates	10 templates	25 templates
Retest	—	—	✓ (1 per touchpoint)
Remediation solutions	Issue description + Basic W3C Guidance	Expert-written fix suggestions	Expert-written fix suggestions
Company Overview	—	—	✓
Touchpoint Overview	—	✓	✓
Jira Integration	—	✓	✓

2FA	✓	✓	✓
User Management System	✓	✓	✓
Expert support	—	✓ (1H)	✓ (3H)
Accessibility Badge	—	✓	✓
Litigation support	—	Standard litigation support	Premium Litigation Support

4. Specialist support in US litigation (Litigation Support)

Accessiway, through the law firm Blank Rome LLP, offers a specialist legal support service for Customers who receive a complaint from users or a notification from supervisory authorities. This service is available in the Silver and Gold packages and is structured across two levels of coverage.

4.1. Standard level — Silver

4.1.1. The service includes:

- 4.1.1.1. A free initial consultation (30 minutes) with Attorney Martin Krezalek of Blank Rome LLP, a specialist in ADA defence in New York.
- 4.1.1.2. An expert manual accessibility audit, aimed at evaluating the merits of the claimant's allegations.
- 4.1.1.3. A tailored remediation plan, with prioritised action items.
- 4.1.1.4. Support for implementing accessibility fixes.
- 4.1.1.5. Case-specific technical defence documentation.
- 4.1.1.6. Ongoing technical support throughout the duration of the proceedings.

4.1.1.7. Should the Customer wish to engage Attorney Krezalek or his team beyond the free initial consultation, the professional relationship is established directly between the parties through a separate engagement letter. Accessiway will facilitate the introduction and ensures preferential fee conditions reserved for clients referred through Accessiway.

4.1.1.8. The Customer remains solely responsible for the full payment of legal fees and any amounts arising from settlement agreements.

4.2. Disclaimer

4.2.1. Accessiway's obligations are limited exclusively to technical support. Accessiway does not provide legal advice and assumes no responsibility for the activities carried out by Attorney Krezalek or his team.

4.2.2. The relationship with the attorney constitutes a direct and independent relationship between the Customer and Blank Rome LLP. Accessiway is not a party to the engagement letter and bears no responsibility whatsoever for the legal outcomes of the proceedings. All fees due for Attorney Krezalek's activities are entirely at the Customer's expense.

4.3. **Premium level — Gold**

4.3.1. The Gold level includes all Standard level services and adds full coverage of Attorney Krezalek's fees for professional support to the Customer during the negotiation and out-of-court resolution phases of the dispute, **up to a maximum of \$3,000.00.**

4.3.2. **Exclusions**

4.3.2.1. The coverage does not include:

4.3.2.1.1. Settlement and damages amounts. Any amounts due as damages or under a settlement agreement remain entirely the Customer's responsibility.

4.3.2.1.2. Judicial proceedings. Coverage is limited to activities required for out-of-court resolution of the dispute. Legal costs arising from any court proceedings are not included.

4.3.2.1.3. Cases where out-of-court resolution is not viable. Coverage does not apply in cases where the appointed attorney considers it unlikely that the claimant will withdraw their claim, or where out-of-court resolution would require a

disproportionate professional effort relative to the limits of this coverage.

5. Technical specifications and Customer obligations

5.1. Access requirements

- 5.1.1. To enable the correct delivery of services, the Customer agrees to:
- 5.1.2. Grant Accessiway's experts access to all areas of the website or application subject to audit, including authentication-protected sections, by providing the necessary test credentials in advance.
- 5.1.3. Designate at least one internal technical contact (Account Owner) responsible for managing access to the Accessiway platform and coordinating with the Accessiway team.

5.2. Implementation responsibilities

- 5.2.1. The Customer is solely responsible for implementing accessibility fixes within their own technology environment. Accessiway provides technical guidance and remediation support through its platform, but does not intervene directly on the Customer's source code unless otherwise agreed in writing between the parties.

5.3. Keeping information up to date and managing access

- 5.3.1. The Customer agrees to:
- 5.3.2. Keep their account information on the Accessiway platform up to date.
- 5.3.3. Notify Accessiway promptly of any significant changes to the website or application that may affect the scope or continuity of the services provided.
- 5.3.4. Ensure the correct use of platform access credentials and the responsible management of permissions assigned to invited users.

6. Platform evolution

- 6.1. Accessiway reserves the right to update, modify, or introduce new features to its platform as part of its normal development and service improvement activities. Such updates may be released without prior notice, provided they do not reduce existing features or worsen the Customer's experience, and will not require a new contract to be signed. Where a planned update is expected to significantly affect features currently in use, Accessiway will communicate this to the Customer with reasonable advance notice.

Annex

Service Level Agreement

1. Scope of the agreement

- 1.1. This SLA applies exclusively to the Gold package, as described in this Technical Annex.

2. Onboarding conditions

- 2.1. Work will begin **only once the Customer has completed the setup activities ("Setup Activities")**. The delivery timeline starts from the date on which Accessiway has received everything it needs and is in a position to begin work, regardless of the contract signature date or order issuance date.
- 2.2. "Setup Activities" means the Customer making the following available, where applicable based on the nature of the service and project configuration:
- 2.3. **Access to the relevant environments** (production and/or staging), including any credentials, certificates, or VPN configurations.
- 2.4. A **technical contact** available to respond to any clarification requests during the audit.
- 2.5. A **touchpoint inventory** to be audited (list of pages, flows, and components included in scope).
- 2.6. **Any known constraints or restrictions** on the environment (e.g., firewalls, IP allowlists, authentication-protected environments).
- 2.7. The Customer is required to cooperate with Accessiway to ensure the Setup Activities are completed. Should this not happen, Accessiway reserves the right to suspend or postpone the start of work, informing the Customer of the reasons.

The time elapsed between the request to complete setup and its actual resolution will not count toward the delivery timeline.

2.1 Maximum setup time

- 2.8. Accessiway will dedicate a maximum of **one hour** to Setup Activities, which will not be deducted from Expert Time hours. Should setup activities require additional time due to reasons attributable to the Customer, the excess hours will be deducted from the remaining Expert Time. If the remaining Expert Time under the Agreement is insufficient to cover Setup Activities, additional hours will be tracked and invoiced as indicated in the Agreement. The same applies to any travel expenses.

3. Service levels (SLA)

3.1. Accessibility audit

- 3.1.1. Delivery time: within **21 working days** from the effective start of work.

3.2. Retesting

- 3.2.1. Within **21 working days** from receipt of the corrections implemented by the Customer.

3.3. Accessibility statement

- 3.3.1. Within **21 working days** from delivery of the final audit report.

3.4. Litigation Support

- 3.4.1. Accessiway will confirm receipt of the notification by the end of the same working day it is received, if received by 3:00 PM CET. Notifications received after that time will be acknowledged by the end of the following working day.
- 3.4.2. Resolution and management timelines depend on third parties (legal counsel and counterpart) and are not subject to SLA by Accessiway.

- 3.4.3. The Litigation Support service does not include:
- 3.4.4. Development or implementation of accessibility fixes.
- 3.4.5. Support on touchpoints not included in the scope of the original audit.
- 3.4.6. Assistance with changes made to the website after delivery of the audit report.

3.5. Technical support (Expert Time — up to three hours)

- 3.5.1. Expert Time is an hourly technical and operational support service, delivered by an Accessiway Accessibility Expert via video call and/or email, chat, and/or ticketing system, on topics agreed with the Customer.
- 3.5.2. Hour usage is tracked by Accessiway and communicated to the Customer upon request. Unused hours at contract expiry are non-transferable and non-refundable. If hours are exhausted early, any additional activities will be quoted and agreed separately.

4. Project Management

- 4.1. Gold package Customers are assigned a dedicated Project Manager, responsible for the operational coordination of the project and for maintaining the relationship with the Customer throughout the entire service lifecycle.
- 4.2. The PM is responsible for:
- 4.3. Monitoring progress and compliance with agreed milestones.
- 4.4. Coordinating communication between the Customer and the Accessiway technical team.
- 4.5. Promptly flagging any issues or delays.
- 4.6. Managing the Customer's operational requests during the project.
- 4.7. Response time: the PM guarantees a response to Customer requests by the end of the same working day the communication is received, if received by 3:00 PM

CET. Communications received after that time will be addressed by the end of the following working day.

- 4.8. The PM service does not include in-depth technical consulting, which falls within Expert Time, nor technical governance activities, which are covered in section 3.5.

5. Communicating delays

- 5.1. Where Accessiway is unable to meet the stated timelines for internal reasons, the PM will proactively communicate a revised delivery estimate to the Customer, with the reason for the delay, before the original deadline.

6. Limitation of liability — False positives and audit scope

The audit is conducted in accordance with the methodologies and technical standards in force at the time of execution (e.g., Web Content Accessibility Guidelines (WCAG) 2.1/2.2), using a combined automated and manual verification approach. The results represent a technical assessment carried out at a specific point in time and within a defined scope: they do not constitute an absolute guarantee of legal compliance or a certification.

Accessiway cannot be held liable for:

- **False positives and discrepancies between tools:** audit results are produced through a combination of automated tools and manual verification specific to Accessiway's methodology. Different analysis tools may detect different sets of non-conformities, and this does not imply any error on Accessiway's part. The Customer acknowledges that no universal output standard exists across different accessibility verification tools, and that any discrepancies compared to assessments conducted with third-party or different tools do not in themselves constitute grounds for disputing the delivered results. It should also be noted that the audit expresses a technical assessment based on evidence available at the time of analysis, informed by the professional judgement of the assigned expert. Certain conformance criteria under WCAG and applicable regulations require technical interpretation that may legitimately vary between professionals in the field. Therefore, differing assessments expressed by third parties do not in themselves constitute grounds for dispute, provided Accessiway's conclusions are adequately substantiated and consistent with the methodology adopted.

- **Dynamic and user-generated content:** elements of the site that change over time or are produced by end users and are not directly manageable by the Customer.
- **Regulatory changes:** updates to laws, regulations, or guidelines introduced after the date of report delivery.
- **Post-audit modifications:** any changes made to the site by the Customer after delivery of the report that may alter, invalidate, or contradict the findings of the analysis.
- **Out-of-scope environments:** pages, flows, or components not expressly included in the touchpoint inventory agreed at kickoff.